



UNITE **HERE** Local 49

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Sky River Union Agreement Fact Sheet

In summer 2023, a supermajority of workers at Sky River Casino signed union cards. Per a 2017 Memorandum of Agreement (MOA) between Wilton Rancheria, the owner of Sky River Casino, and UNITE HERE Local 49, this should have led to Wilton Rancheria recognizing the Union and negotiating a contract. That MOA included a card check recognition process, meaning that if a majority of workers signed union cards, Wilton would recognize the Union and negotiate. Instead, Wilton Rancheria has refused to comply with the MOA, arguing unsuccessfully to two arbitrators and four judges that a tribal law required as part of the gaming compact with California supersedes the MOA. Workers are still without union recognition or a contract nearly 3 years later, and the Tribe's attorney has indicated that the Tribe intends to seek review in the Supreme Court, thereby dragging out the legal process even longer.

Wilton Rancheria argues that it would violate tribal law if it recognizes the Union through a card check. The Tribe asserts that a secret ballot election is required before it can recognize the Union. This is false. The tribal law gives an arbitrator – not the Tribe itself or even the courts – authority to interpret and enforce the law. That arbitrator, whom the Tribe selected to answer the precise question whether the tribal law allows card check recognition, decided that card check recognition is allowed. A federal district court judge and a panel of circuit court judges have rejected the Tribe's efforts to overturn that arbitrator's decision. Here's why.

1. The tribal law on which Wilton Rancheria bases its argument is called the Tribal Labor Relations Ordinance (TLRO). The TLRO is a part of all tribal-state gaming compacts in California. It resulted from negotiations in 1999 between the State of California and dozens of tribes over the first tribal-state gaming compacts in California. All the tribal-state gaming compacts in California require tribes to adopt the TLRO as a condition of operating a casino.
2. The TLROs that all tribes with Class III casinos in California have enacted provide for the same election process as Wilton Rancheria's TLRO does. UNITE HERE has organized ten tribal casinos in California, all through card checks. Each of those ten tribes has enacted a TLRO that provides for the same election process as Wilton's TLRO.
3. The TLRO was intended to replicate the National Labor Relations Act. That is what the lawyer who first negotiated the TLRO for tribes (Howard Dickstein) testified to the arbitrator that Wilton Rancheria selected to interpret its TLRO.¹ The NLRA provides for an election process, but also allows card check recognition. Card check recognition is

¹ Howard Dickstein quoted in the Brand Arbitration- <https://unitehere49.org/wp-content/uploads/UNITE-HERE-Wilton-Rancheria-3.17.24.pdf>

simply a different method of determining whether a majority of workers want union representation.

4. Wilton Rancheria has argued that it has the “ability to enact Tribal laws that override prior private agreements.”² If that were true, Wilton Rancheria could enact laws that void its agreements with the City of Sacramento.
5. Wilton Rancheria has argued that its MOA with UNITE HERE is superseded by the TLRO because the MOA states “the parties agree that the Tribal Labor Relations Ordinance governs labor relations at the casino.” The arbitrator whom the Tribe selected to interpret the TLRO rejected that the Tribe’s supersession argument. He interpreted the TLRO as permitting card check agreements. Here is how the Ninth Circuit explained this point:

[E]xercising the authority granted to him by the parties, the arbitrator rejected as “unconvincing” and “implausible” the Tribe’s argument that the MOA language incorporating the same TLRO the Tribe would formally enact in 2019 “mean[s] the Union agreed that it must follow the election procedure in the TLRO because that procedure is exclusive.” The arbitrator noted that similar TLROs had never been interpreted to “vitiate[]” the election procedure prescribed by similar MOAs, and that reading the TLRO procedure as the exclusive election method would turn the MOA provisions describing the alternative procedure into surplusage.³

² Biddle Letter. <https://unitehere49.org/wp-content/uploads/UNITE-HERE-Wilton-Rancheria-3.17.24.pdf>

³ 9th Circuit Court Ruling, UNITE HERE International Union vs Wilton Rancheria, April 8, 2026.